



STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL
PO Box 43172 • Olympia, Washington 98504-3172

November 27, 2007

Subject: **Amended Exhibit A** to Wallula Energy Resource Center RFP

Dear RFP Recipient:

On November 14, 2007, the Washington State Energy Facility Site Evaluation Council (EFSEC) issued a Request for Proposals (RFP) to conduct independent consulting work for the proposed Wallula Energy Resource Center Project. Condition 7 of Exhibit A required the Proposer to consent to condition of a sample contract.

Because the sample contract was not enclosed EFSEC has removed this condition from the RFP. Please substitute the enclosed **Amended Exhibit A** in your proposal.

If you have any questions, please call me at 360-956-2152.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen J. Fiksdal".

Allen J. Fiksdal
EFSEC Manager

Enclosure



CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by EFSEC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that EFSEC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of EFSEC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date